IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

SUMMARY SUIT NO.2848 OF 2006

M/s.Marksans Pharma Ltd. ...Plaintiff.
Vs.
M/s.Goa Antibiotics & Pharmaceuticals Ltd. ...Defendant.

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Mr. T. J. Pandian for the Plaintiff.
None for the Defendant.

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CORAM :DR.D.Y.CHANDRACHUD, J.
19th June 2007.

P.C.:

In pursuance of the purchase order placed by the Defendant, the Plaintiff sold, supplied and delivered goods worth Rs.27,02,800/- under two invoices dated 15th December 2003 and 17th December 2003. The invoices fell due for the payment on 15th January 2004 and 17th January 2004. The Defendant made part payment of Rs.22,66,739.90 leaving a balance of Rs.4,36,060.10. Accordingly, the suit has been instituted under Order 37 of the Code of Civil Procedure, 1908. The Defendant has accepted the goods without demour. There is no reply to a legal notice.

The Defendant has failed to appear despite service of writ of Summons. An affidavit of service has been filed. A compilation of the

original documents has also been filed on the basis of which the claim is established. The suit is accordingly decreed in the principal sum of Rs.4,36,060/-. The Plaintiff would be entitled to interest at the rate of 12% per annum from the respective dates of the two invoices until the date of the suit and at the same rate from the date of the suit until payment or realisation.

Refund of the Court fees, if any, as per rules.

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